

TRADEMARK ASSIGNMENT

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|---|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Land O'Lakes, Inc. | | 06/30/2011 | CORPORATION: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Seedway, LLC | | |
| Street Address: | P.O. Box 250 | | |
| City: | Hall | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 14463 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3323332 | SEED YOU CAN COUNT ON | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2039757180 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 203-353-6834 | | |
| Email: | clondon@edwardswildman.com | | |
| Correspondent Name: | Edwards Wildman Palmer LLP | | |
| Address Line 1: | P.O. Box 130; F.D.R. Station | | |
| Address Line 2: | Paralegal Christina London | | |
| Address Line 4: | New York, NEW YORK 10150 | | |
| ATTORNEY DOCKET NUMBER: | 3S0692.00001 | | |
| NAME OF SUBMITTER: | Christina London | | |
| Signature: | /christina london/ | | |

Date:

01/07/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of this 30th day of June, 2011, by and between Seedway, LLC, a Delaware limited liability company ("Seedway"), Winfield Solutions, LLC, a Delaware limited liability company ("Winfield") and Land O'Lakes, Inc., a Minnesota cooperative corporation ("LOL").

RECITALS

WHEREAS, Winfield owns all right, title and interest in and to the federal trademark registrations for OLDS and OLDS SEED and Design identified on the attached Schedule A and the associated common law trademark rights (collectively, the "OLDS Marks").;

WHEREAS, LOL owns all right, title and interest in and to the federal trademark registration for SEED YOU CAN COUNT ON identified on the attached Schedule B and the associated common law trademark rights (the "Tagline").

WHEREAS, pursuant to that certain Asset Purchase Agreement between Seedway and Winfield dated May 12, 2011, Winfield and LOL wish to assign to Seedway, and Seedway wishes to acquire, all of Winfield's right, title and interest in and to the OLDS Marks and all of LOL's right, title and interest in and to the Tagline, throughout the world.

AGREEMENT

Accordingly, in consideration of the promises and the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Winfield, LOL, and Seedway agree as follows:

1. Winfield assigns, transfers, and sets over to Seedway, its successors, assigns and legal representatives, Winfield's entire right, title and interest in and to the OLDS Marks throughout the world, together with the goodwill of the business associated with the OLDS Marks and the right to bring actions and recover for past or future infringements or other violations of the rights assigned herein; and
2. LOL assigns, transfers, and sets over to Seedway, its successors, assigns and legal representatives, LOL's entire right, title and interest in and to the Tagline throughout the world, together with the goodwill of the business associated with the Tagline and the right to bring actions and recover for past or future infringements or other violations of the rights assigned herein; and
3. Winfield further covenants that (a) Winfield owns all right, title and interest in and to the OLDS Marks; (b) Winfield has the full right to convey the interests assigned by this Trademark Assignment; and (c) Winfield and its successors, assigns and legal representatives shall cooperate with Seedway, at Seedway's request, to execute all documents reasonably necessary to perfect the interests assigned hereby.
4. LOL further covenants that (a) LOL owns all right, title and interest in and to the Tagline; (b) LOL has the full right to convey the interests assigned by this Trademark Assignment; and (c) LOL and its successors, assigns and legal representatives shall cooperate with Seedway, at Seedway's request, to execute all documents reasonably necessary to perfect the interests assigned hereby.

IN WITNESS WHEREOF, Seller and Buyer have caused this Bill of Sale and Assignment to be executed by their duly authorized representatives as of the date first set forth above.

BUYER:

Seedway, LLC

By: Donald P. Weyman
Name: DONALD P. WEYMAN
Its: Chief Operating Officer

SELLER:

Winfield Solutions, LLC

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have signed this Trademark Assignment as of the date first above written.

SEEDWAY:

Seedway, LLC

By: _____
Its: _____

WINFIELD:

Winfield Solutions, LLC

By: Michael B. Vande Luyt
Its: Co-President

LOL:

Land O'Lakes, Inc.

By: Michael Vande Luyt
Its: Exec. VP and COO